

MORTGAGE

257-3

BOOK 161

This Indenture,

Made this 28th day of May

A. D. 1971, between Floyd E. Mitchell, Jr. and Virginia L. Mitchell, his wife

of Eudora, in the County of Douglas and State of Kansas

of the first part, and D.W. Arnold and Alvina Arnold, his wife, as tenants with right of survivorship and not as tenants in common

parties of the second part.

Witnesseth, That the said part 163 of the first part, in consideration of the sum of

Twenty six hundred and No/100 DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said parties of the second part their heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lots 13 and 14, in Block 76, in the City of Eudora, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 163 of the first part therein.

And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances no exceptions

This grant is intended as a mortgage to secure the payment of Twenty six hundred and No/100 ---

Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part 163 of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 163 making such sale, on demand to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said part 163 of the first part have hereunto set their

hand and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

Floyd E. Mitchell, Jr. (SEAL)
Virginia L. Mitchell (SEAL)
Virginia L. Mitchell (SEAL)

STATE OF KANSAS,

Franklin County

BE IT REMEMBERED, That on this 28th day of May A. D. 1971

before me, R.S. Hill a Notary Public

in and for said County and State, came Floyd E. Mitchell, Jr. and

Virginia L. Mitchell, his wife

to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires March 10 1972

R.S. Hill Notary Public



Recorded June 29, 1971 at 9:30 A.M.

Janice Beames Register of Deeds